eral supervision over Saint, knowing of Saint's defalcation, did not give notice to his sureties, but continued him in the service of the company, entrusted more funds to his hands and extended time of payment. After criticizing a number of cases to the effect that the failure of one officer or agent of a corporation to give notice of another agent's dishonesty to the sureties of such agent, does not release such sureties, the Court said: "No doctrine of the law is more familiar than that notice to an agent, within the scope of his agency, is notice to the principal; and the doctrine has in no connection been applied more frequently and uniformly than to corporations and their agents. Indeed there is an absolute necessity in all cases for its application to corporations, since they act and can be dealt with only through agents. * * * If Walls, while acting for the corporation and in the capacity of its agent with respect to the matters and things involved in Saint's contract, received notice of such a conversion of its funds as amounted to embezzlement or involved dishonesty, and without imparting this knowledge to the sureties and receiving their assent thereto, continued him in the service, the sureties are not liable for Saint's subsequent defaults."

Recission of Deed — Fraud of Agent. — In *Schultz et al.* v. *McLean et al.*, 28 Pac. Rep. 1053 (California), the plaintiffs were owners of a tract of land on which there was a mortgage for about half its value. The mortgagee had obtained a decree of foreclosure and was about to sell the land in satisfaction of the same. To avoid this the plaintiffs, upon the representations of one Robinson, an attorney, that he could procure money on the land by loan, sufficient to avert the sale, from a certain person (McLean) who would deal only with him (Robinson), placed the title to the land in Robinson's hands to use in effecting the proposed loan, directing him to deliver the deed to McLean to hold subject to the terms of an agreement for the loan which Robinson professed to have in his possession. The facts were that McLean had never entered into any such agreement, and understood that he took with the deed a perfect title to the land as held by plaintiffs. This action was brought upon defendants' taking possession and asserting title, to rescind the deed on the ground of fraud. The court held, one justice dissenting, that as both parties to the transaction were innocent, and the fraud had been practiced by the agent of the grantor, the relief prayed for would not be granted. The Court says: "In this case plaintiffs and defendants were both innocent. Neither knew that the fraud was being practiced, but if that fraud

is productive of injury, the injury must result to the plaintiffs; for they placed it in the power of the wrong-doer to perpetrate the fraud. The vendee will not be compelled by a court of equity to lose the benefit of a bargain obtained in all fairness because of a fraud practiced upon the vendors by their own agent. Under such circumstances they must bear the consequences, for the loss is chargeable to the trust reposed in said agent." This is but a just extension of the well settled general rule that a grantor cannot question his own conveyance upon the ground that a third party practiced a fraud upon him, not known to or participated in by the grantee.

Boundaries on Streams — Accretion and Avulsion — Missouri River — Costs. — A very interesting discussion may be found in the recent case of *State of Nebraska* v. *State of Iowa*, 12 Sup. Ct. Rep. 396, which was an original suit brought before the U. S. Supreme Court to determine the boundary line between those two States. The principal question at issue was whether the law of accretion or the law of avulsion applied to the rapidly changing channel of the Missouri river. The Court decided that the law of accretion must govern. It was also held that the costs of the suit should be divided between the two States, since the question was of a governmental nature, in which each had a vital, though not a litigious interest. Mr. Justice Brewer, in delivering the opinion, cited many English, Latin, French and Spanish authorities which will be of special interest to the historical student in tracing the development of the law of accretion and avulsion.

Right of State to Take an Appeal in a Criminal Case. — *U. S.* v. *Tanges et al.*, U. S. Sup. Ct., April 4, 1892. By the Judiciary Act of 1891 the Supreme Court was given appellate jurisdiction "in any case that involves the construction or application of the Constitution of the United States," and in this case the Court holds that that act did not give the Supreme Court jurisdiction in a *criminal* case of an appeal or writ of error taken by the United States from an original judgment in favor of the defendant. In the opinion of Mr. Justice Gray is an interesting *resumè* of the different State authorities on this point, viz.: the right of the State to sue out a writ of error in a criminal case. A few States, Arkansas, Texas, California, and Michigan deny this right to the State for the reason that it violates constitutional provisions, but a larger number of States reaching the same conclusion base it on the broader ground of the fundamental rule of the common law,